

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

**STATE FARM MUTUAL
AUTOMOBILE INSURANCE
CO., ET AL.,**

Plaintiffs,

vs.

EDWARD L. JOHNSON, ET AL.,

Defendants.

2:11-CV-13819-TGB-MJH

HON. TERRENCE G. BERG

**ORDER RENEWING
JUDGMENT**

Pending before the Court is Plaintiff State Farm's unopposed motion to renew a judgment entered in this case in 2013. For the reasons below, the Court will grant State Farm's motion and a renewed judgment shall issue.

There is no specific federal statute of limitations governing the period during which a federal judgment is effective. *See* Fed. R. Civ. P. 69; *see also In re Ficarek*, 370 B.R. 754, 758 (W.D. Mich. June 20, 2007). Where no federal statutes apply, federal courts look to state practices and procedures. *See Consol. Rail Corp. v. Yashinsky*, 170 F.3d 591, 594-95 (6th Cir. 1999).

With some exceptions not relevant here, Michigan law establishes a ten-year limitations period on the enforcement of judgments. *See* MCL § 600.5809(3) ("[T]he period of limitations is 10 years for an action founded upon a judgment or decree rendered in a court of record of this

state, or in a court of record of the United States or of another state of the United States, from the time of the rendition of the judgment or decree.”). A party can extend this period by filing renewal actions to enforce the judgment, so long as the renewal actions are initiated within ten years “of the rendition of the judgment or decree.” *Id.*; *see also* MCL § 600.2903 (providing that “[a]ny judgment in tort . . . of record in any court of record in this state may be sued on and renewed, within the time and as provided by law”).

On June 18, 2013, the Honorable Julian Abele Cook (the then-presiding judge in this matter), entered default judgment in the amount of \$1,712,576.74 against Defendants Edward L. Johnson and Edward L. Johnson, P.C. *See* Judgment, ECF No. 54, PageID.553. State Farm represents that no payments on the judgment have been made, and requests that it be renewed. It is necessary that the judgment be renewed to allow State Farm to continue to seek to enforce the judgment.

For the above reasons, **IT IS HEREBY ORDERED** that State Farm’s Motion to Renew the Judgment is **GRANTED**. A renewed judgment shall issue.

SO ORDERED this 10th day of May, 2023.

BY THE COURT:

/s/Terrence G. Berg

TERRENCE G. BERG

United States District Judge